

Terms of Use

Effective Date: April 8th, 2025

Last Updated Date: January 25th, 2026

NOT FOR DISTRIBUTION TO ANY PERSON OR ADDRESS IN THE UNITED STATES OF AMERICA AND PEOPLE'S REPUBLIC OF CHINA

IMPORTANT: Our products and services may not be offered in certain jurisdictions due to regulatory restrictions.

These Terms do not offer products or services in United States of America, the People's Republic of China or any other jurisdiction where it is unlawful or requires licensing, authorisation, certain jurisdictions where it is unlawful or requires authorization. Do not forward or distribute these Terms to persons in those jurisdictions.

NO OFFER OR SOLICITATION: Pinkwallet is not a bank or financial institution and does not provide investment or financial advice or consulting services to users of the Services. We are solely the provider of the Services. Nothing in these Terms and no content, material or any other information provided on the Site, the App or the Platform shall constitute or be construed as a recommendation, offer, invitation to enter into any transaction in or to purchase any virtual assets, securities, interests in a fund, unit trust or collective investment scheme or other similar arrangements or any other investment products or services of any nature or description or any related activities or services whatsoever. You further understand that none of PINKWALLET, its affiliates or any third-party service provider is advising you on the nature, potential, value, risks or suitability of any particular product or service, transaction, investment strategy or any other matter, and any information provided to you is not tailored to the needs of any specific person. You understand that an investment in any virtual asset is subject to a number of risks, and that information, data, materials and contents published on the Site, the App or the Platform may not contain or be accompanied by a list or description of the relevant risk factors and, where any risk disclosures are made, whether in these Terms, such disclosures are not intended to be and should not be regarded or relied upon as being exhaustive. Any information contained in these Terms may not be up-to-date. Further, you acknowledge that no representation, warranty or undertaking whatsoever is made by PINKWALLET or any of its affiliates do not guarantee the accuracy or completeness of the information provided. Any reliance by you on such information is solely at your own risk without any liability on the part of PINKWALLET or any of its affiliates.

NOTICE: Cryptocurrencies, virtual currencies, virtual assets and other digital assets are NOT bank deposits, legal tender, backed by the government, and accounts and

value balances are NOT subject to any governmental or government-backed protections. Legislative and regulatory changes can impact the use and value of cryptocurrencies, virtual currencies, virtual assets and other digital assets.

PLEASE READ THIS TERMS OF USE AGREEMENT (THE **"TERMS"**) CAREFULLY AS THEY FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND Pink Technologies Inc, an Cayman Islands company (**"Pinkwallet"** OR **"WE AND ITS DERIVATIVES"**).

PLEASE READ THESE TERMS OF USE (HEREINAFTER THE **"TERMS"**) CAREFULLY, AS THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU (HEREINAFTER REFERRED TO AS **"YOU"**, **"YOUR"** OR THE **"CUSTOMER"**) AND PINK TECHNOLOGIES INC, ITS AFFILIATED ENTITIES, AND/OR OTHER QUALIFIED SERVICE PROVIDERS RETAINED BY PINK TECHNOLOGIES INC (COLLECTIVELY, HEREINAFTER **"PINKWALLET"**).THE ENTITIES OF PINKWALLET ARE AS FOLLOWS:

ENTITY: PINK WALLET TECHNOLOGY INC., REGULATORY AUTHORITY: FINTRAC, LICENSE TYPE: MSB, JURISDICTION: CANADA;

ENTITY: ALTIVOX SPHERE SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, REGULATORY AUTHORITY: DYREKTOR IZBY ADMINISTRACJI SKARBOWEJ W KATOWICACH, LICENSE TYPE: VASP, JURISDICTION: EUROPEAN UNION;

ENTITY: PINK TECHNOLOGIES INC., REGULATORY AUTHORITY: FINCEN, LICENSE TYPE: MSB, JURISDICTION: OTHER JURISDICTIONS.

THIS SITE AND ANY OTHER SITES OF PINKWALLET (COLLECTIVELY, THE **"SITE"**) AND THE INFORMATION ON IT ARE CONTROLLED BY PINKWALLET. THESE TERMS GOVERN THE USE OF THE SITE AND APPLY TO ALL VISITORS TO THE SITE AND THOSE WHO USE THE CURRENCY MANAGEMENT SOFTWARE, INCLUDING VIRTUAL ASSET SERVICES, SECURITIES AND DERIVATIVES SERVICES, EXCHANGE SERVICES AND E-WALLET SERVICES (**WALLET**) THAT IS DOWNLOADABLE FROM THE SITE (THE **"SOFTWARE"**), AS WELL AS OTHER SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE WALLET OR SITE, OR VIA OUR PARTNERS SERVICES AS DESCRIBED BELOW (EACH A **"SERVICE"** AND COLLECTIVELY, THE **"SERVICES"**, WHICH TERM INCLUDES THE SOFTWARE AND THE SITE UNLESS EXPLICITLY SET FORTH BELOW).

THIS DOCUMENT SETS OUT THE TERMS AND CONDITIONS FOR YOUR PINKWALLET WALLET AND RELATED SERVICES USING PINKWALLET SOFTWARE.

BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, DOWNLOADING THE SOFTWARE AND/OR BROWSING THE SITE, YOU REPRESENT THAT

(1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS,

(2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH PINKWALLET,

AND

(3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE LEGAL ENTITY ON FOR WHOM YOU ARE USING THE SERVICES.

THE TERM “**YOU**” REFERS TO YOU INDIVIDUALLY OR THE LEGAL ENTITY ON WHOSE BEHALF THE SERVICES ARE USED, AS APPLICABLE.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

Pinkwallet may modify these Terms at any time and in our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms and, as available, inform you through or within the Services. By continuing to use the Site or Services following the release of updated Terms you consent to such updated Terms.

We invite you to check this page regularly for updates to the Terms.

1. Services.

1.1 Use of the Services.

1.1.1 You undertake not to use the Service to perform criminal activity of any sort, including but not limited to, money laundering, illegal gambling operations, financing terrorist organizations, or malicious hacking. You are responsible for any and all damages caused and all liability actions brought against Pinkwallet for infringement of any third party rights or violation of any applicable laws.

1.1.2. You can use our Services only if you can lawfully enter into this agreement with Pinkwallet under applicable law. If you use our Services, you agree to do so in compliance with Terms and with applicable laws and regulations. You are solely responsible for understanding and complying with any and all laws, rules and regulations of Your specific jurisdiction that may be applicable to You in connection with the use of any and all Services.

1.1.3. To use most of our services, you will need to create an account with us. Your account may hold certain assets. To use any of our services or create an account, you must meet at least the following conditions ("Conditions "):

-If you are an individual, you must reach the age at which you can legally enter into a binding contract in your jurisdiction (Most are 18 years old, but it may vary in your region);

establish the Wallet in accordance with the instructions given in these Terms, on our website and/or our Android and iOS mobile apps;

-If you are an entity, you must be formally established and validly exist in accordance with applicable laws within the jurisdiction of your organization;

-Have a current and valid email address, mobile phone number, and identification;

- Have full power and authority to enter into these Terms without violating any other agreements you have entered into;
- not restricted from using our services;
- not be in violation of any of the provisions of these Terms or applicable laws and regulations;
- not be a resident of any of the High Risk or Restricted Countries where cryptocurrency banned and as stated in the list of Financial Action Task Force (FATF).
- not located in, not subject to, or residing in any sanctioned or embargoed jurisdiction (including Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russia, Belarus, and Syria), or any jurisdiction where we may restrict the use of any services; or if you are an entity, you are not directly or indirectly owned or controlled by anyone located in, organized by, or residing in any sanctioned or embargoed jurisdiction (including Crimea, Cuba, Donetsk, Iran, Luhansk, North Korea, Russia, Belarus, and Syria).

In addition, you may be required to comply with other requirements within your jurisdiction in order to open an account or use the Services. We will use reasonable efforts to notify you of such other requirements, but your ability to open an account and use the Services is subject to these other requirements, whether or not notice is given. By creating an account or using the Services, you represent and warrant that you meet all conditions. If you no longer meet the conditions, you must immediately notify us and stop using your account and Services. We may require you to provide proof of eligibility. Even if you meet the conditions, we may determine in our sole discretion that you are not eligible to have an account or use the Services.

You authorize us to conduct investigations directly or through third parties that we believe are necessary to verify your identity, confirm the above eligibility requirements, protect you or us from fraud or other financial crimes, and that we believe may help comply with these terms and applicable laws. You understand and agree that we may take actions that we reasonably believe are necessary based on the results of such investigations. We are not obligated to notify you of the results of any investigations, and you expressly waive any obligation that we (or affiliated companies) may take or advise you to take any possible remedial measures. When we conduct these investigations, you acknowledge and agree that your personal information may be disclosed to credit counseling and fraud prevention or financial crime agencies, and these agencies may respond to our investigations in full.

1.1.4. To use the Services You must apply for Services and provide all requested information. You must not provide any false, inaccurate, incomplete or misleading information. You must notify Pinkwallet immediately upon any change of the information provided for the Wallet registration by sending us email at support@pinkwallet.com or by using mobile app's interface. The usage of your information is a subject of the Privacy Policy which provides details of Your

information that Pinkwallet collects, how such information is used, and who Pinkwallet shares it with.

1.1.5. Assets to

(1) Account

Many of our services require you to have certain assets in your account. To transfer assets to your account ("Transfer"), you need to be the actual or Beneficial Owner of a bank account maintained outside of the service ("Bank Account") and your bank account must be approved by us. We do not approve all bank accounts and may revoke approval of any bank account at any time without notice.

We are not responsible for the use, management, or security of any bank account. By using a bank account to obtain services, you represent and warrant:

- (a) You are the actual beneficiary of the bank account.
- (b) You comply with all terms and conditions applicable to bank accounts;
- (c) You have the right to deposit and withdraw money from your bank account.
- (d) You have provided us with complete and accurate information about your bank account.

Before accepting any transfer from a bank account, we may ask you to verify that you control the bank account, and you agree to provide us with all information necessary for such verification.

Our service only supports certain types of assets. If you attempt to transfer assets that we do not support or accept, you may permanently lose such assets, and we will not be responsible for your losses. We may, at our discretion, attempt to identify and return such assets, but we are not obligated to do so. If we choose to do so, we may charge you fees to cover the costs and fees associated with identifying and returning such assets or cryptocurrency. Such fees may be deducted from assets that are improperly transferred.

(2) Implementation

We do not control or guarantee the time required to complete the transfer. This time range depends on the performance of third parties, including third-party financial institutions or payment services.

Once a deposit and publish is initiated, it may not be possible to cancel. All deposits and publishes are final and non-refundable once completed, but you can be assets. We may refuse any transfer or impose restrictions on your transfer at any time and without notice. If you withdraw a deposit, publish, payment, or other transaction from your bank account, you authorize us to cancel the transaction or use other assets and legal currency in your account to complete the transaction or resolve any shortfalls or negative balances resulting from it, including exchanging assets or legal

currency in your account for other types of assets or legal currency and deducting any applicable fees.

We may charge you deposit and publishing fees. Use of financial accounts may also incur third party fees and we are not responsible for any such third party fees.

(3) Custody and ownership of assets

The assets in your account, including those received, are assets held by us for you. Ownership of the assets in your account remains with you at all times and will not be transferred to us, except as otherwise provided in this Agreement. The assets in your account or any other client account are not our property, are not lent to us, or are not the subject of claims by our creditors. We will not treat the assets in your account or any other client account as or as our property. However, the court may disagree with our treatment of your assets and make them the subject of claims by our creditors. We cannot grant a security interest in the assets in your account (but we do not represent or warrant that any assets are free of any security interest or other lien or encumbrance). We will not sell, transfer, lend, mortgage, or otherwise transfer any assets in your account unless required by a court order that appears to be valid or provided for in these Terms, unless you instruct us to do so. You own and control the assets in your account. You may withdraw your assets from your account as described in these Terms.

1.1.6. Withdrawal or remittance

You may transfer assets from your account ("Withdrawal" or "Remittance") into our approved bank account. You may withdraw up to the total amount of assets in your account, less any fees associated with such withdrawals. You cannot withdraw or remit assets if the balance of assets in your account falls below any minimum balance requirement, the amount required to satisfy any unposition squaring position, or any fees you owe.

When you request a withdrawal or money transfer, you authorize us to remove assets from your account or transfer money to your bound bank account, with any fees deducted in each case. Withdrawals or money transfers may not be completed in part or in full, including because third-party accounts reject your assets, or third-party accounts are unavailable. We will attempt to complete withdrawals or money transfers that can be completed within a reasonable time after your request (whether in part or in full), but we cannot guarantee that withdrawals or money transfers will be completed within any specific time. We are not responsible for any losses caused by any rejected withdrawals or money transfers.

Once a withdrawal or remittance is initiated, it may not be possible to cancel. All withdrawals or remittances, once initiated, are final and irrevocable. We may refuse any withdrawal/remittance at any time and without notice, or impose restrictions on the withdrawal/remittance you can make (e.g., in terms of size and frequency).

We may decide in our sole discretion whether it is necessary or appropriate to suspend your withdrawal or remittance rights. We reserve the right to indefinitely suspend your withdrawal or remittance rights to ensure compliance with these terms or any legal, regulatory or administrative obligations or guidance (at our sole discretion).

1.1.7. Transaction

(1) Generally speaking

Depending on eligibility requirements and geographical restrictions, our services may allow you to trade through your account:

Exchange one asset for another.

US stock assets or Hong Kong stock assets and their derivative assets.

Digital currency assets and their derivative assets.

The assets available for trading may change without notice. In addition, you may not be able to trade certain assets for certain other assets.

Please refer to our Help Center for more information about trading, including some important terms related to trading. If you do not understand all the content of our Help Center or important terms related to trading, please do not make any transactions.

Special Provisions for Transactions Involving US Stock Assets, Hong Kong Stock Assets and Their Derivatives

Account Nature and Trading Rights

You can participate in trading of US stock assets, Hong Kong stock assets, and their derivative assets as a trader through an account opened on our platform. This account is equipped with independent order placement and independent clearing functions, and achieves data isolation from our securities account and other users' accounts. All transaction data records shall be accounted for separately.

You shall only have the operation right to your own account and may independently issue trading instructions. However, we reserve the right to impose reasonable restrictions on your trading scope based on risk control requirements.

Fund Deposit

Prior to conducting any transaction, you shall pay the corresponding funds in accordance with the prompts on the trading page. The types of acceptable funds shall be subject to the display on our page, which may include fiat currencies or digital assets. Such funds will serve as the guarantee funds for your transactions, to cover trading losses, transaction fees and other expenses.

Profit and Loss Undertaking Clause

You shall independently bear the liabilities for all profits and losses arising from your trading activities:

1) All economic rights and interests associated with the assets (including trading spread gains, dividends distributed by listed companies, stock dividends, etc.), after deducting relevant fees, shall belong solely to you. We shall not withhold or misappropriate any of the aforesaid rights and interests. We will transfer your trading profits to your trading account. After dividends and stock dividends are credited to our account, we will simultaneously transfer them to your trading account.

2) Trading losses shall be first deducted from the funds paid by you. We shall not be liable for any losses caused by market fluctuations or errors in your investment decisions.

3) If the losses exceed the scope of the funds paid by you (i.e. over-trading loss), you shall make up the deficit within one working day.

Fees and Commissions

You shall bear all fees and commissions incurred during the transaction process. In the event that the securities broker or stock exchange adjusts the fee rates, we shall notify you in advance and calculate the fees according to the new rates. The commissions generated from your transactions will be 100% rebated to your trading account provided that you meet the rebate criteria. The details of the rebates will be synchronized to your trading account for your verification after the rebate is made.

Asset Holding and Custody

During the period of your transactions, the traded stocks and derivative assets shall be held and custodied by us in a unified manner. We will ensure the safety of the assets.

Disclosure of Transaction Records

We will publish the previous month's transaction and settlement records on a monthly basis in the "Transparency Center" of the platform. The published content shall include, but not be limited to, order submission status, execution status, execution details (execution time, price, quantity, fee breakdown) and changes in account net value.

Transfer-out Custody and Account Opening

If you apply to transfer the assets in your position to a securities broker, upon receipt of your application, we will automatically complete the opening of a personal securities account for you with the target broker. The only required document is your valid ID card, with no additional thresholds or hidden conditions. We do not charge any fees for the transfer-out process; however, any regulatory fees charged by the target securities broker shall be borne by you.

(2) Implementation

More information about using assets to fund your account before trading. To trade, you must submit an order through the service. Some order types may not be suitable for your use, and we may delete or change any order type at any time in our sole discretion. Order types may be limited to certain assets, and not all assets may be traded for each order type.

When you submit an order, you authorize us to execute transactions based on the order (and the type of order you choose, if applicable) and charge you any applicable fees and taxes. We cannot guarantee that any order will be traded at any specific exchange rate, and the exchange rate that may be used for your order may be different from that provided by a third party. We are not responsible for matching any third-party exchange rates or providing you with any specific exchange rates. The actual exchange rate for order execution may be different from the current market exchange rate indicated by our service when you place your order, and we are not responsible for any such differences or any price fluctuations of assets. Any exchange rate displayed on our platform is only valid for a specific period and may not be the latest. If the order type you have selected for your order is set to execute only at a specific price or only when certain incidental conditions are met (e.g., limit orders), we cannot guarantee that the order will be executed in whole or in part.

We may provide you with confirmation information for successfully executed transactions. If we do not provide confirmation information, it does not mean that the transaction did not occur. Your “Historical Orders” page will reflect successfully executed transactions. The profits from successfully executed transactions will be credited to your account, minus any applicable fees, and the assets you traded with these profits will be deducted from your account.

We may refuse any transaction or other transaction in our sole discretion, whether or not confirmed by you, and we are not responsible for any refusal.

After receiving Pinkwallet’s indicative transaction terms and fees, you enter the specified transaction pair and quantity of orders to complete the transaction, and we will act as your counterparty to complete the transaction.

Transactions where you submit a limit or market order will be executed by us on your behalf as an agent.

You understand that applicable transaction fees and taxes may change. We will show you the applicable fees we charge before proceeding with the transaction. By confirming the transaction, you agree to pay all such applicable fees. If your transaction is rejected (which rarely happens), you will not have to pay any such fees.

(3)Cancel

All transactions are final and non-refundable. Unless otherwise provided in these Terms, all orders cannot be cancelled, including before or after we execute the transaction. In some cases, you may have the opportunity to request cancellation of an order before we execute the transaction, but we may refuse any cancellation request in our sole discretion. If we comply with such cancellation requests, it does not mean that we will cancel future orders in the same or similar circumstances. If your transaction or other transaction is unsuccessful, or if your payment method does not have sufficient assets to complete the transaction or other transaction, you

further authorize us to cancel the transaction or transaction or use other assets in your account to complete the transaction or resolve any shortfall or negative balance resulting from it, including exchanging assets in your account for other types of assets and deducting any applicable fees and taxes.

(4)Error

If an error occurs, whether through our services or platforms, in purchase order confirmations, in processing your purchases, in funding your account, in transferring assets to a bank account, or in any other transaction, we reserve the right (and you authorize us) to correct such errors, including modifying transactions (including charging the correct price), canceling transactions, or taking any other action to resolve errors (including exchanging assets in your account for other types of assets and deducting any applicable fees and taxes to correct errors).

(5)Insufficient assets

If there are not enough assets in your account to complete the transaction, we may choose to cancel the entire transaction or use the amount of assets currently available in your account less any fees and taxes to complete part of the transaction.

(6)Restrictions

We may at any time and without prior notice (1) refuse to execute any transaction or order, including if you do not hold or reflect sufficient assets in your account, and (2) impose restrictions on transactions.

1.1.8. Expenses; taxes

(1)Our fees

You agree to pay us all applicable fees related to your use of the service, including transaction, transfer, wealth management, and withdrawal/remittance fees. You authorize us to deduct a certain amount of assets from your account (as appropriate) to pay for any applicable fees related to your use of the service. .

We may change fees and fee schedules at any time without notice. Changes to fee schedules take effect from the effective date displayed on the fee schedule and will apply to your use of the service in the future.

If we determine that the funds are insufficient to pay any fees, you hereby authorize us to sell sufficient assets from your account to pay any payable fees. You are responsible for any and all additional fees incurred in selling assets to pay us fees.

If you fail to pay fees or any other amounts owed to us, these unpaid amounts will accrue interest at the prescribed annual rate or the maximum amount allowed by law. In addition, we may transfer your unpaid amounts to third parties for collection, and we will charge you a certain percentage of the unpaid amount or the maximum percentage allowed by applicable law to pay for our collection-related expenses.

(2) Third party fees

Your use of the service may also incur third-party fees, such as fees related to your bank account or other fees. You are responsible for paying all such fees.

(3) Taxes and fees

You are solely responsible for determining the applicable taxes and fees when using the service (including transactions, deposits, and withdrawals), and declaring and remitting the correct taxes and fees to the relevant tax authorities. You agree that, unless otherwise provided by law, we are not responsible or obligated to determine applicable taxes or collect, declare, withhold, or remit any taxes or fees generated by transactions.

Notwithstanding any contrary provision in this Agreement, we may deduct (or, as the case may be, deduct) national, provincial, local income tax, non-income tax, or other taxes from any amount due or payable to you, which may be required to be deducted under any applicable law or regulation of any jurisdiction or tax authority. You authorize us, at our sole discretion, to increase any applicable fees in lieu of separately specified taxes to make up for taxes owed on specific transactions conducted using our services.

We are subject to various obligations imposed by tax laws (and others) and regulatory authorities in different jurisdictions. These obligations may require us to request additional information, documents or proof from you and to process certain personal data for identity verification, payment processing, compliance with court orders, tax laws or other purposes not disclosed herein. Please refer to our Privacy Statement for information we may collect about you. These obligations may arise at various times, including but not limited to system checks for customer payment processing and risk management, and are subject to change without notice. We reserve the right to lock, disable and close accounts as we deem necessary to comply with any such existing or future legal and regulatory obligations imposed.

1.1.9. Backed assets

The assets supported by our services are marked on our website, and we may change them at any time without notice, at our discretion. Some assets may not be available for trading, transfer, wealth management, withdrawal, or remittance in certain jurisdictions. The availability of assets on the platform for trading, transfer, wealth management, withdrawal, or remittance does not guarantee that such assets will be available for trading, transfer, wealth management, withdrawal, or remittance in the future. You are solely responsible for monitoring which assets are supported by the service Pinkwallet. Even if you are engaged in time-sensitive trading, transfer, wealth management, withdrawal, or remittance, we are not responsible for stopping support for any specific asset. We reserve the right to stop supporting any asset with or without notice. You acknowledge and agree that we may take any action necessary to stop supporting an asset, including but not limited

to canceling your trading order and requiring you to remove the stopped asset from your account within a reasonable time, and in no event shall we be liable for any direct or indirect losses, damages or costs suffered by you as a result of any action or inaction we take under this Agreement to stop supporting the asset.

1.2. Pinkwallet Software.

The Software, the Site, the Services, and the information and content available therein (“Pinkwallet Content”) are protected worldwide by copyright laws. Subject to the Terms, Pinkwallet grants you a limited license to reproduce portions of Pinkwallet Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by Pinkwallet in a separate license, your right to use any Pinkwallet Content is subject to these Terms.

Use of the Software is governed by these Terms. Pinkwallet delivers the Software via download and Pinkwallet will not provide you with any tangible copy of the Software. Subject to your compliance with the Terms, Pinkwallet grants you a non-assignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on devices you own or control solely for your personal or internal purposes. There are no special technical requirements to use the Service. Nevertheless, you have to have a computer or a mobile device with Internet or data services

Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware.

Pinkwallet is not responsible for any loss or damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. Pinkwallet cannot recover passwords or unlock account information stored in your decentralized Wallet and on the Software in any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.

1.3. Updates. The Software and Services are evolving and you may be required you to accept or install updates to the Software or Services, or update third party software (i.e., browsers or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice.

1.4. Certain Restrictions. By accessing the Services, you agree not to: (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or Pinkwallet Content, or any portion thereof, including on a service bureau or equivalent basis; (b) frame or enclose any trademark, logo, or

other Pinkwallet Content, (including images, text, page layout or form); (c) use any metatags or other “hidden text” using Pinkwallet’ name or trademarks; (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law); (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download

data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content; (f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software; (g) copy, reproduce, distribute, republish, download, display, post or transmit any Pinkwallet Content except as expressly permitted herein; and (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or Pinkwallet Content. Pinkwallet, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses

In addition, not all services are available on every platform or in every location. You will not attempt to access any services that are not available at your location.

Sanctioned areas:

Russia, Montenegro, Afghanistan, Central African Republic, Cuba, Iran, Iraq, Libya, Mali, Myanmar, Palestine, Somalia, South Sudan, Sudan, Syrian Arab Republic, Venezuela, Yemen, Zimbabwe, North Korea, Nicaragua, Democratic Republic of the Congo (DRC) and other countries and regions.

High-risk areas:

Guinea-Bissau, Barbados, Belarus, Cyprus, Lebanon, Mauritius, Mexico, Peru, Serbia, Uganda, Ukraine, Kazakhstan, Kingdom of Cambodia, Cayman Islands, Burundi, Panama, Pakistan, Tunisia, Jamaica, Albania, Bahamas, Morocco, Senegal, Haiti.

Sensitive areas:

Asia: UAE, Azerbaijan, Pakistan, Palestine Territory, Philippines, Kingdom of Cambodia, Kyrgyzstan, Mongolia, Maldives, Nepal, Saudi Arabia, Turkey, Turkmenistan, Jordan, India, Indonesia, Viet Nam.

Europe: Albania, Bosnia and Herzegovina, Iceland, Northern Macedonia, Montenegro, Croatia, Kosovo, Latvia, Malta, Moldova, Monaco, Cyprus, Serbia.

North America: Barbados, Panama, Bahamas, Belize, Dominica, Costa Rica, Curaçao, Mexico, Saint Kitts and Nevis, Trinidad and Tobago.

South America: Netherlands Antilles, Bolivia, Brazil, Paraguay, Peru, Ecuador, Colombia, Haiti, Honduras, Cayman Islands, Nicaragua, El Salvador, Guatemala, Venezuela, Jamaica.

Africa: Algeria, Ethiopia, Egypt, Botswana, Burkina Faso, Benin, Equatorial Guinea, Togo, Cape Verde, Republic of the Congo, Ghana, Gabon, Guinea, Cameroon, Comoros, Côte d'Ivoire, Kenya, Laos, Lesotho, Liberia, Mauritius, Morocco, Mozambique, Madagascar, Mauritania, Niger, Nigeria, Senegal, Sierra Leone, Swaziland, Tanzania, Tunisia, Uganda, Chad.

Oceania: Papua New Guinea, The Republic of Vanuatu.

More sensitive countries:

Asia: Kuwait, Laos, Qatar, Sri Lanka, Tajikistan, Thailand, Uzbekistan.

Americas: Mexico, Suriname, British Virgin Islands.

Africa: Gambia, Namibia, Rwanda, Sao Tome and Principe, Togo, Zambia

Oceania: Fiji, Marshall Islands, Tonga.

We have made it clear that we do not serve clients in sanctioned and high-risk areas, and provide limited services or conduct enhanced due diligence (EDD) reviews for clients from sensitive or relatively sensitive areas.

To further refine the specific customer management measures or review processes in these regions, we have established the following operational standards:

KYC Enhancement Procedure: For customers from sensitive or relatively sensitive areas, we should implement stricter identity verification procedures and require additional information, such as income sources, financial statements, business background, transaction purposes, etc., to ensure legality.

Transaction monitoring: Enhance the monitoring of fund flows from customers in these regions, set abnormal transaction alerts, especially for large exchange withdrawals and frequent cross-border withdrawals, to detect potential suspicious activities.

Regular review: For customers from sensitive or relatively sensitive areas, risk reassessment is conducted annually, and service strategies are adjusted based on changes in customer activities and backgrounds.

Blocklist monitoring: Regularly update the sanctions list and remove individuals and entities from the platform through automated tools to prevent violations of international sanctions regulations.

1.5. Third-Party Services. The Services may incorporate, or may provide access to, applications or materials that are hosted by another party, (collectively, “**Third Party Services**”).

You agree that it is impossible for Pinkwallet to monitor Third Party Services and that you access them at your own risk.

Do not share any credential, private key, or other sensitive information with any third party

without validating their legitimacy.

To the extent Third Party Services incorporated into or linked to the Services (i.e., communications functionality) have terms that differ from these Terms, you may be required to agree to those terms in order to access the Third Party Service.

We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Services, including with respect to exchange rates, processing of transactions, and similar activities.

1.6. User Content. You are responsible for all data and information provided or uploaded by you to the Services (“**User Content**”), whether publicly posted (i.e., in a user forum, if applicable) or privately transmitted (i.e., to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual (“**Personal Information**”) in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our **Privacy Policy**.

1.7. YOUR RIGHTS AND RESPONSIBILITIES

You have the right to use the Services, as long as you agree to and actually complies with these Terms. You undertakes to monitor all and any changes on Your Wallet and immediately inform Pinkwallet about any unusual, suspicious, unclear or abnormal changes on your Wallet or/and any unauthorized use of your Account or password, or any other breach of security. Otherwise you will be responsible for any loss or damage You, Pinkwallet or/and third parties may incur as a result.

You acknowledge and agree that your access to and use of the Services (including conducting transactions) is at your own risk, and we shall not be liable for any losses incurred by you as a result of such risks.

2. Ownership.

2.1. **Generally.** Pinkwallet and its suppliers own all right, title and interest in and to the Site, Services, Software, and Pinkwallet Content. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, the Services, or Pinkwallet Content.

2.2. **Trademarks.** Pinkwallet and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of Pinkwallet and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Site or Services are the property of their respective owners.

2.3. **User Content.** You own your User Content. By posting, displaying, sharing or distributing User Content on or through the Services, you grant us, and any Third Party Services used in connection with the Services, a nonexclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to

- (a) comply with legal process;
- (b) enforce these Terms,
- (c) respond to your requests for customer service, or
- (d) protect the rights, property or personal safety of Pinkwallet, our employees, directors or officers, partners and agents, or members of the public.

2.4. **Feedback.** You may provide ideas, suggestions, documents, and/or proposals about the Services to Pinkwallet through any means ("**Feedback**"), and you grant Pinkwallet a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and sublicensable right and license to use Feedback for any legitimate purpose.

3. **User Conduct.** You may not use the Services for any purpose that is prohibited by the Terms or applicable law. You will not (and will not permit any third party to) take any action or make available any content on or through the Services that: (a) infringes any intellectual property rights of any person or entity; (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or offensive; (c) is unauthorized or unsolicited advertising, junk or bulk e-mail; (d) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes; (e) impersonates any person or entity, including any employee or representative of Pinkwallet; (f) interferes with the proper functioning of the Services; (g) engages in any potentially harmful acts directed against the Services, including violating any security features of the Services, introducing viruses, worms, or

similar harmful code into the Services; or (h) attempts to do any of the foregoing.

4. Investigations. Although Pinkwallet does not generally monitor user activity on the Site or Services, if Pinkwallet becomes aware of any possible violations by you of any provision of the Terms, Pinkwallet may investigate such violations, at its sole discretion, take any of the actions set forth in Section 10 below.

5. Third-Party Properties. The Services may contain links to third-party websites and applications (collectively, **“Third-Party Properties”**). When you click on a link to a Third- Party Property, we will not warn you that you have left the Services and are subject to the terms and conditions (including privacy policies) of another website or application.

Pinkwallet provides these Third-Party Properties only as a convenience and does not make any representations with respect to Third-Party Properties, or their products or services.

You use Third-Party Properties at your own risk. You should review applicable terms and

policies, including privacy and data gathering practices, of any Third-Party Properties, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

6. Indemnification. You agree to indemnify and hold Pinkwallet, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the **“Pinkwallet Parties”**) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of:

(a) your use of, or inability to use, the Services;

(b) your violation of the Terms;

(c) your violation of any rights of another party, including any other users of the Services;

or (d) your violation of any applicable laws, rules or regulations.

Pinkwallet may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Pinkwallet in asserting any available defenses. This provision does not require you to indemnify any Pinkwallet Party for any fraud, gross negligence, or willful misconduct in connection with the Services.

7. Disclaimer of Warranties.

7.1. As Is. THE SITE, SERVICES AND SOFTWARE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND PINKWALLET EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, AND SOFTWARE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE, SERVICES, AND SOFTWARE RESTS ENTIRELY WITH YOU.

7.2. Beta Releases. FROM TIME TO TIME, PINKWALLET MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES, WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT PINKWALLET’ SOLE DISCRETION.

7.3. Third Party Conduct. PINKWALLET IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD PINKWALLET LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SERVICES, INCLUDING OPERATORS OF THIRD PARTY SERVICES AND THIRD PARTY PROPERTIES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

8. Limitation of Liability.

8.1. Disclaimer. IN NO EVENT WILL PINKWALLET BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT PINKWALLET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.

8.2. Cap on Liability. UNDER NO CIRCUMSTANCES WILL Pinkwallet BE LIABLE TO YOU FOR DAMAGES ARISING OUT OF THE SERVICES EXCEEDING \$100.

8.3. Exceptions. The limitations in Sections 8.1 and 8.2 will not apply to damages caused by the fraud, gross negligence, or willful misconduct of Pinkwallet, or to the extent such limitations are precluded by applicable law (in which case Pinkwallet’ liability will be increased to the minimum amount required to comply with such law).

8.4.Any activity related to cryptocurrency carries with it significant risks. Prior to using Pinkwallet services, you should carefully consider the risks. If you are in any doubt as to the actions you should take, please consult your legal, financial, tax or other professional advisor(s). If any of the risks are unacceptable to you, you should not use our services. You acknowledge and agree that you will access and use the services at your own risk.

9. Term and Termination.

9.1. Term. The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or

use the Site, Services, or Software, unless terminated earlier in accordance with this Section 9.

9.2. Termination by Pinkwallet. Pinkwallet may, at any time and for any reason, cease providing any or all of the Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the Services if you materially breach any provision of the Terms, or if Pinkwallet is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful).

9.3. Termination by You. Except as set forth in Section 9.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.

9.4. Effect of Termination. Upon termination of any Service, your right to use such Service will automatically terminate immediately. Pinkwallet will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 2, 6, 7, 8, 9.4, 10 and 11.

10. Dispute Resolution

10.1. Applicability of Arbitration. You agree that any dispute or claim relating in any way to your access or use of the Site, Services, or Software, or to any aspect of your relationship with Pinkwallet, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non representative) basis; and (2) you or Pinkwallet may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents).

This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.

IF YOU AGREE TO ARBITRATION WITH PINKWALLET, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST PINKWALLET ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, YOU MAY BRING YOUR CLAIMS AGAINST PINKWALLET IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.

10.2. **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Pinkwallet.

10.3. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Pinkwallet makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Pinkwallet.

11. General Provisions.

11.1. **Electronic Communications.** Communications between you and Pinkwallet use electronic means, whether made via the Site or Services or sent via e-mail, or whether Pinkwallet posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from Pinkwallet in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Pinkwallet provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing.

11.2. **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Pinkwallet's prior written consent.

11.3. **Force Majeure.** Pinkwallet will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, electricity supply interruptions, 3d parties' stop of services, strikes or shortages of transportation facilities, energy, labor or materials.

11.4. Complaints, Claims, Disputes

If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at:

support@pinkwallet.com

We will do our best to address your concerns.

Refund, Cancellation

Our Services connected to the transactions and deemed to be provided after transaction have been performed, if you have any requests regarding your transaction please write your request and details to support@pinkwallet.com from the authorized email.

11.5. **Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE REPUBLIC OF CAYMAN ISLANDS, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

Any disputes related to the Terms or the Pinkwallet Software shall be heard in the courts of Republic of Cayman Islands.

11.6. Notice. Where Pinkwallet requires that you provide an e-mail address, you are responsible for providing Pinkwallet with your most current e-mail address. In the event that the last e-mail address you provided to Pinkwallet is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Pinkwallet's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

Notice will be deemed given when received by Pinkwallet by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

11.7. Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.8. Severability. If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.

11.9. Entire Agreement. These Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.